

SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

VIA ELECTRONIC MAIL

September 15, 2015

Mr. Patrick Price
General Counsel
Indiana Office of Technology
100 North Senate Avenue, N551
Indianapolis, IN 46204

Re: Management and Performance Hub
(MPH) Confidential Information Request

Dear Mr. Price

Your request, on behalf of MPH, to obtain bulk distribution of confidential court records from INCITE for all Indiana trial courts has been approved by the Indiana Supreme Court pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

MPH is approved to receive bulk distribution of INCITE records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) approval is subject to the executed User Agreement for the Use of Bulk Data, and (2) MPH is prohibited from providing bulk distribution of the records to a non-approved third party.

An executed copy of your user agreement is enclosed. The agreement will expire on January 31, 2017. Please contact the Court Technology at 317.232.2542 in order to proceed with receipt of your data.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely

A handwritten signature in black ink, appearing to read "Richard T. Payne", written over a circular stamp or seal.

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement for Bulk Distribution of Data/Compiled Information Excluded From Public Access



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF CONFIDENTIAL DATA OR COMPILED INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and Governor's Management and Performance Hub (MPH), ("Requesting Party").

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution or Compiled Information to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks and the Indiana Court Information Technology Extranet (INcite).

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information that includes information excluded from public access under Rule 9, Sections G and/or H. MPH has contracted with a third party, non-governmental entity, Katz, Sapper & Miller Consulting LLC (KSM) to review and analyze the sought data along with data from other agencies of the State of Indiana to create a report concerning recidivism in the State of Indiana. MPH and KSM have entered into a Confidentiality and Non-Disclosure Agreement. In the performance of its work for MPH, KSM will work with other subcontractors who will receive access to the requested data.

The Court recognizes and agrees that recidivism by offenders is a significant problem adversely impacting the State of Indiana and that the proposed study may provide, not only the Indiana Court System but other state and local agencies, with a better understanding of the causes of recidivism but also knowledge that can lead to the development of tools and resources to reduce recidivism in the State of Indiana. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of the MPH study while balancing the privacy rights and interests of individuals whose data will be examined.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information. The Indiana Supreme Court has reviewed, considered and authorized the requested Bulk Distribution of Data or Compiled Information and entered an Order under Rule 9 (F)(4)(c) authorizing the Division to proceed toward delivery of the Bulk Distribution.

Requested data contained in the Odyssey case management system and INcite that has been authorized for distribution under the order of the Supreme Court will be provided by the Division.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division. For this request, the Division has determined the Requesting Party will not be charged for this data.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of Rule 9 of the Indiana Rules of Court, the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

a. Odyssey Courts: All

b. Non-Odyssey Courts: None except for data included in INcite listed below.

2. List of Records:

Data that is confidential under Administrative Rule 9 contained in:

a. INcite for Abstracts of Judgments from January 1, 2013 until current date, and Legal Histories and the Indiana Recidivism Assessment System and the Indiana Youth Assessment System from date of first availability until current date, if available, and

- b. Case Record Data in criminal and juvenile delinquency cases from date of first availability to current date;

provided, however, that with regard to social security numbers and dates of birth, the data provided from any source is limited to the following:

- i. Social Security Numbers – the last four digits and
- ii. Dates of Birth – the month and year of birth.

In the event that MPH is unable to achieve individual offender matches for offenders actually selected for study using the foregoing confidential data, as limited, then MPH may provide the Court through the Division with a list of such individuals and the Court will determine whether to lessen or remove the foregoing restriction related to disclosure of full Social Security Numbers and/or Dates of Birth.

MPH may, within a reasonable period of time, request and receive from the Division additional data as authorized herein for subsequent time periods without tendering a formal request under Administrative Rule 9.

3. MPH shall:

- a. utilize the staff of the Indiana Judicial Center and the Division of State Court Administration Court Technology as subject matter experts in the interpretation and analysis of the granted data and
- b. provide the Court, for review purposes only, any report and findings produced under this project that are based, in whole or in part, upon the data provided under MPH's Request. Provision of such report and findings shall occur a reasonable time prior to publication or release. The Court shall not release or otherwise disclose any report or proposed findings provided by MPH under this subsection without the prior express written consent of MPH.
- c. upon completion of the study, but no later than September 1, 2016, unless an extension of time is granted, MPH will securely wipe any sections of computer hard drives on which the requested data is stored.

B. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552.

2. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Refreshment of Data.

Requesting Party, within a reasonable period of time, may request and receive from the Division additional data under the same conditions that govern this request as authorized herein for subsequent time periods without tendering a formal request under Administrative Rule 9

D. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all persons, subcontractors or other entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data.

The request that has been approved by the Indiana Supreme Court has been granted because the Requesting Party has a substantial interest or a bona fide research activity for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes.

The Requesting Party shall not:

- i. reproduce, resell or otherwise distribute, directly or indirectly,
- ii. use, directly or indirectly, for the purpose of sale of a product or service to an individual or the general public, or
- iii. copy or duplicate, other than as stated for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes

the Court Records or Data provided under this Agreement. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

C. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method or provide such records to another person or entity for such purpose.

D. Restriction on Data Use by Requesting Party's Subcontractors.

Requesting Party shall require KSM and any other persons or entities KSM contracts with for work upon the project to execute an agreement or memorandum of understanding restricting their possession and use of the granted data to the MPH recidivism study substantially as outlined in Appendix D.

6. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3.

7. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

8. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

9. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

10. Indemnification.

Because the contracting parties are both entities of the State of Indiana, no indemnification is required from either party to the other party.

11. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

12. Termination and Renewal.

A. General. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal. This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause.

The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

D. Termination for Nonpayment or Noncompliance

The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days after Requesting Party's receipt of written notice of the outstanding balance. The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to comply with the terms of this Agreement.

E. Termination in Event of Assignment.

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

13. Attachments. This Agreement incorporates by reference the following:

A. A copy of the Order of the Indiana Supreme Court approving the Requesting Party's Request for Bulk Distribution of Confidential Data or Compiled Information;

- B. The original Request provided to the Division from the Requesting Party plus an subsequent documents amending the Original Request; and
- C. The approval letter provided to the Requesting Party from the Division.
- D. Agreement or Memorandum of Understanding for Requesting Party's subcontractor, KSM's employees, agents or subcontractors.

These Attachments may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

14. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

15. Effective Date.

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

16. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

Indiana Supreme Court
Division of State Court Administration

By: 

David J. Remondini

Interim Executive Director

Indiana Office of Technology
(Requesting Party)

By: 

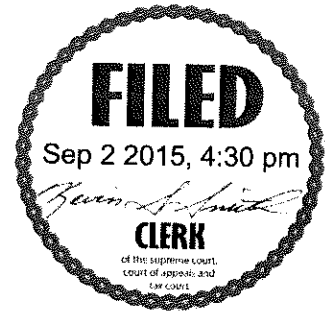
PAUL BALTZELL
(Name)

CIO
(Title)

Date: 9-10-15

Date: 9/10/15

In the
Indiana Supreme Court



IN THE MATTER OF THE REQUEST BY)
THE GOVERNOR'S MANAGEMENT AND)
PERFORMANCE HUB FOR RELEASE)
OF BULK DATA OR COMPILED)
INFORMATION EXCLUDED FROM)
PUBLIC ACCESS)

CASE NO. 94S00-1507-MS-453

ORDER GRANTING GOVERNOR'S MANAGEMENT AND PERFORMANCE HUB
REQUEST UNDER ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE
OF BULK DATA OR COMPILED INFORMATION THAT INCLUDES INFORMATION
EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Governor's Management and Performance Hub (MPH) has filed a Verified Request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data that is excluded from public access under Administrative Rule 9 contained in the Indiana Court Information Technology Extranet (INCite) and the Odyssey Case Management System. MPH seeks:

1. information contained in Abstracts of Judgments, Adult and Juvenile Legal Histories, the Indiana Risk Assessment System (IRAS), and the Indiana Youth Assessment System (IYAS), and
2. criminal and juvenile case record data from all courts using the Odyssey Case Management System.

The records sought include Social Security Numbers and Dates of Birth of affected individuals. All data contained in Juvenile Delinquency Case Records, portions of the Odyssey Case Management System, Abstracts of Judgment, and all data in the IRAS and IYAS applications is excluded from public access. The purpose of the request is for governmental research and evaluation to study and analyze the impact of recidivism within the State of Indiana. To facilitate its research project, MPH has contracted with Katz, Sapper & Miller Consulting, LLC (KSM) and other professionals to provide data analysis.

The Court recognizes and agrees that recidivism by offenders is a significant problem adversely impacting the State of Indiana. The proposed study may provide, not only the Indiana Court System but other state and local agencies, with a better understanding of the causes of recidivism. This knowledge can lead to the development of tools and resources to reduce recidivism in the State of Indiana. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of the MPH study while balancing and protecting the privacy rights and interests of individuals whose data will be examined.

The records sought are generally excluded from public access under Administrative Rule 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances under Administrative Rule 9(F)(4)(c). Under Administrative Rule 9(F)(4)(a)(v), moreover, a request for bulk distribution or compiled information that includes information excluded from public access must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court. MPH requested the Court to waive the requirement for provision of individual notice to all persons affected by the release of the information.

The Indiana Attorney General has filed a Response as provided for under Administrative Rule 9(F)(5) and does not oppose the requested waiver.

The Court finds that the request involves a significant number of individual case files and notice, if required, would result in notifying a large number of individuals. MPH has advised the Court that it will disassociate the confidential identifying information as soon as possible and retain it in MPH Secure Data Room within the Indiana Office of Technology (IOT) in a network zone protected by an additional firewall with a tightly controlled access list. Analytical work on the data will only occur in this facility by credentialed employees or agents who may not bring or remove materials to or from the room. All security for the data will comply with or exceed standards of the National Institute for Standards and Technology (NIST) 800-53 R4. Upon completion of the study, but no later than September 1, 2016, unless an extension of time is granted, MPH will securely wipe any sections of computer hard drives on which the requested data is stored.

Accordingly, the Court finds that MPH has shown by clear and convincing evidence that:

1. it has satisfied the requirements of Admin. R. 9(F)(4)(a)(i), (ii), (iii), and (iv), and
2. the public interest will be served by allowing access.

The Court further finds the information sought by MPH is consistent with the purposes of this rule, resources are available to prepare the information, and fulfilling the request is an appropriate use of public resources.

After consideration of the request for waiver of individual notice to individuals affected by release of the information excluded from public access, the Court finds by clear and convincing evidence that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. Accordingly, due to the highly secure manner for the protection of the data, the Court waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

1. The confidential information will not be sold or otherwise distributed, directly or indirectly, to third parties; provided, however, that the results of MPH's analysis and conclusions from its research may be utilized in the publication of scholarly article(s) or reports;
2. The confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public;
3. The confidential information will not be copied or duplicated other than for the stated research; and
4. Access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in the secure data facility when not being used.

The Court finds that these conditions shall apply to the data sought by MPH.

Administrative Rule 9(F)(4)(d) specifies that "[w]hen the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers, dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court Administration and a finding of exceptional circumstances by the Indiana Supreme Court."

MPH made such a request in its petition and the Court finds the potential increase in public safety that could result from a successful study by reducing recidivism and crime constitutes the "exceptional circumstance" that justify releasing more data than would normally be restricted under Administrative Rule 9(F)(4)(d).

The Court hereby grants the request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) to the extent discussed herein; provided, however, that with regard to social security numbers and dates of birth, the data provided is limited to the following:

1. Social Security Numbers – the last four digits, and
2. Dates of Birth – the month and year of birth.

In the event that MPH is unable to achieve individual offender matches for offenders actually selected for study using the foregoing confidential data as limited, MPH may provide the Court, through the Division of State Court Administration, with a list of these individuals. Upon review, the Court will determine whether to lessen or remove the foregoing restriction related to disclosure of full Social Security Numbers and/or Dates of Birth.

MPH shall:

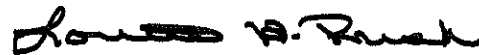
1. utilize the staff of the Indiana Judicial Center and the Division of State Court Administration Court Technology as subject matter experts in the interpretation and analysis of the granted data;

2. provide the Court, for review purposes only, any report and findings produced under this project that are based, in whole or in part, upon the data provided under MPH's Request. Provision of such report and findings shall occur a reasonable time prior to publication or release; and
3. require KSM and any other persons or entities KSM contracts with for work on the project to execute an agreement or memorandum of understanding restricting their possession and use of the granted data to the MPH recidivism study substantially as outlined in the Confidentiality and Non-Disclosure Agreement executed between KSM and IOT dated April 11, 2014.

MPH may, within a reasonable period of time, request and receive from the Division additional data as authorized herein for subsequent time periods without tendering a new formal request under Administrative Rule 9.

IT IS, THEREFORE, ORDERED that the Division of State Court Administration provide MPH the data described in this order within four (4) days of the execution of a Confidential Bulk Data/Compiled Information User Agreement.

Done at Indianapolis, Indiana, on 9/2/2015.

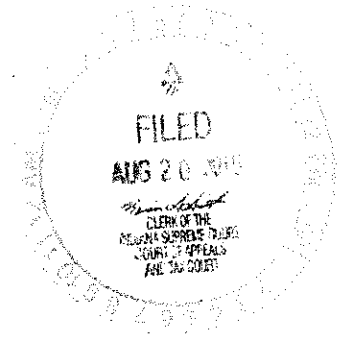


Loretta H. Rush
Chief Justice of Indiana

All Justices concur.

IN THE
SUPREME COURT OF INDIANA

94
CAUSE No. ~~48~~S00-1507-MS-453



IN THE MATTER OF THE REQUEST
BY THE INDIANA MANAGEMENT AND PERFORMANCE PROGRAM HUB (MPH) FOR
RELEASE OF BULK DATA OR COMPILED INFORMATION.

RESPONSE BY ATTORNEY GENERAL

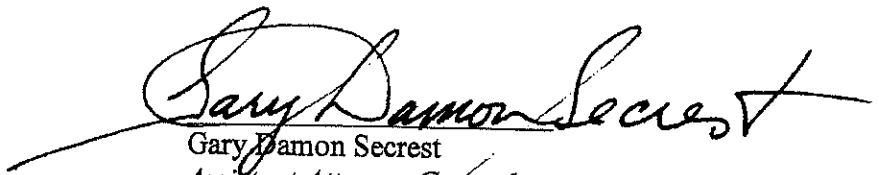
The Attorney General herein respectfully responds to the Court's notice regarding the request by the Indiana Management & Performance Hub (MPH), for bulk or compiled records, particularly ICJT's request for waiver of individual notice under Ind. Administrative Rule 9(F)(4)(a)(v).

The Attorney General has carefully considered the issue of waiver in light of the individual responder's interests and those of the MPH. Particularly, the Attorney General has considered the extent and likelihood that the individual respondents would have unique responses, and the degree to which the nature of the request would or should contemplate the individual circumstances of each respondent. The Attorney General, among all considerations, has determined that the purpose of the request would likely engender similar concerns by the universe of respondents, and that the purpose of the request would likely be unduly burdened by requiring individual notice to all possible respondents.

The Attorney General does not oppose waiver of individual notice under Ind. Administrative Rule 9(F)(4)(a)(v).

However, the Attorney General, on behalf of the individual respondents, has reservations about the need for all of the identifying information requested, particularly the name and various addresses, for the purposes of analyzing and matching juvenile justice records to other records that will be part of the proposed research study. The Attorney General urges MPH to demonstrate the necessity of obtaining all of the multiple identifying data elements requested in order to effectively analyze these juvenile justice records in relation to adult criminal records. The Attorney General also has reviewed MPH's proposal and has concern about the minimal description and details regarding how the confidential information will be secured and destroyed, as well as whether anyone would have access to the information during the course of the study. The Attorney General urges the Court to require MPH to provide more definitive information on the manner in which the confidential information obtained under this bulk records request will be maintained and destroyed in a secure manner. The State's extensive efforts and interest in protecting the identity of juveniles requires no less.

Respectfully submitted,

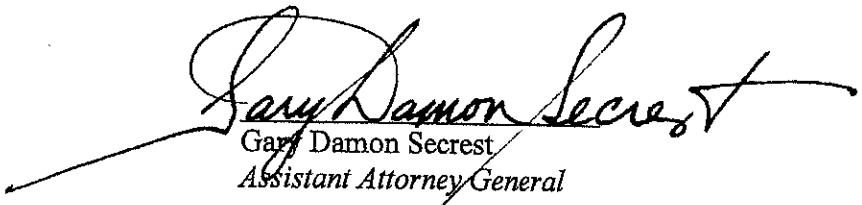

Gary Damon Secrest
Assistant Attorney General
Attorney Number 2259-49

CERTIFICATE OF SERVICE

I certify that on the 20th of August 2015, I caused to be served upon listed counsel and parties the foregoing *Response*, by causing the same to be deposited with the United States Postal Service, first class postage prepaid, addressed as follows:

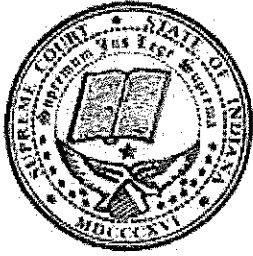
Patrick Price
IOT General Counsel
Management & Performance Hub
100 N. Senate Avenue, Room N551
Indianapolis, IN 46204

Executive Director
Supreme Court
State Court Administration
30 South Meridian Street, Suite 500
Indianapolis, IN 46204-3568



Gary Damon Secrest
Assistant Attorney General

OFFICE OF THE ATTORNEY GENERAL
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DocID: 851766



INDIANA SUPREME COURT
DIVISION OF STATE COURT ADMINISTRATION
30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204
317.232.2542

REQUEST FOR SUMMARY RELEASE OF
COMPILED INFORMATION
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(2)(b) for summary release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

I. Identity of Requestor	Management & Performance Hub Program
Address	100 North Senate Avenue, N551 Indianapolis, IN 46204
Contact and Title	Patrick Price IOT General Counsel
Telephone:	317-232-1985
E-Mail:	pprice1@iot.in.gov

II. What substantial interest or bona fide research activity does Requestor have for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes with regard to the requested data? (Explain in detail)

As part of its ongoing effort to reduce Indiana's recidivism rate and improve programs and services for offenders and ex-offenders, the State of Indiana and its Management and Performance Hub (MPH) commissioned an advanced data analytics study. Prior to MPH, datasets were largely siloed in agencies. The horizontal combination of data enables researchers to understand leading/lagging indicators, dissociated risk factors, and previously undiscovered relationships between cause and outcome. This horizontal combination of data is only enabled by the identification of specific individuals.

III. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:

KSM Consulting, Indianapolis, IN; Indiana Office of Technology; Indiana Management and Performance Hub.

IV. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):

All information contained in Abstracts of Judgments and Legal History, except for data confidential under Indiana Code or Indiana Supreme Court Administrative Rule 9, contained in INcite applications maintained by Court Technology, Division of State Court Administration.

V. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.

One time only.

VI. Identification of Court(s) exercising jurisdiction over the records (list the courts):

All courts contributing the data through creation of the Abstract of Judgment.

VII. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?

The team has established a novel approach to the study of recidivism which focuses on the geometry of the frequency of distribution. The approach can be utilized to cluster various factors (from Abstract of Judgment and Legal History) and judge their relative impacts towards recidivism. Reference "Scope of Work" and "A Parametric Method for Comparing Recidivist Populations".

VIII. Describe the resources available to prepare the information.

The data requested is contained in INcite applications maintained by Court Technology.

IX. Describe how fulfilling the request is an appropriate use of public resources.

Recidivism represents a critical challenge for the State of Indiana. In addition to the impact on the re-incarcerated individual, repeated incarceration puts a strain on state and local budgets. It also generates longer term detrimental impacts on families and communities.

This is a large scale study with numerous other state agencies contributing data to it. The study is not interested in individual demographics, behaviors, etc. Instead it tries to find associations and correlations between variables across this combination of data in order to determine risk factor for recidivism. Being one of the first studies of its kind, we anticipate it will provide new insight into disparities and assist the State in improving those disparities.

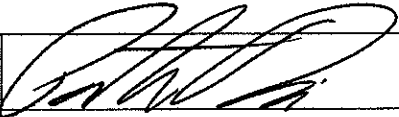
X. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data.


See attached KSM Scope of Work.

XI. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

State Court Administration has indicated that it will waive assessment of any fee.

By signing this request, I represent that I am authorized to do so on behalf of Requestor and affirm under the penalties for perjury that the requested data will not be resold or used for commercial purposes.

Signature	
Printed Name	Patrick Price
Title	General Counsel - IOT
Date	7/30/15

Action by Executive Director of State Court Administration	Application approved <input checked="checked" type="checkbox"/>
Signature 	Application denied <input type="checkbox"/>
Lilia G. Judson, Executive Director David J. Remondini, Chief Deputy Executive Director	Date 7-31-15



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JUL 31 2015

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